

**Declaration
of
Mario Pastega**

DECLARATION OF REGARDING CONSIDERATION

I, Mario Pastega, do hereby declare, under penalty of perjury, as follows:

1. I am President of Madgekal Broadcasting, Inc. ("MBI"), the former licensee of Station KFLY (FM), Corvallis, Oregon. On February 6, 1996, MBI filed an application for a construction permit to modify the facilities of Station KFLY to upgrade the station from Class C2 to full Class C status on Channel 268, BPH-19960206IE (the "KFLY Construction Permit Application").

2. The KFLY Construction Permit Application was found to be mutually exclusive with proposed amendments to the FM Table of Allotments under consideration in MM Docket Nos. 96-7 and 96-12, including the proposal to upgrade Station KVMX (then KDBX), Bank, Oregon. On March 20, 1997, MBI and American Radio Systems License Corp. ("ARS"), then the licensee of KVMX, entered into a settlement agreement (the "1997 Settlement Agreement") pursuant to which MBI agreed to amend the KFLY application so that it would no longer conflict with the proposed upgrade of KVMX and in return ARS agreed to pay MBI \$950,000. Subsequently Stations KFLY and KVMX were sold. The station are currently owned by, respectively, Citicasters Licenses, L.P. ("Citicasters") and Infinity Radio, Inc. ("Infinity"). MBI still holds an interest with respect to the 1997 Settlement Agreement.

3. Eventually, in *Memorandum Opinion and Order*, FCC 04-118 (released May 27, 2004) ("MO&O"), the FCC denied the 1997 Settlement Agreement on the grounds it contravened Section 1.420(j) of the FCC's rules in that the consideration to be paid MBI exceeded its reasonable and prudent expenses. The FCC also denied the alternative relief of granting the KFLY Construction Permit Application. MBI and Citicasters each have filed a Petition for Review with the United States

Court of Appeals for the District of Columbia Circuit (respectively, Docket Nos. 04-1202 and 04-1204).

4. Following the release of the *MO&O*, MBI has entered into a Settlement Agreement with Infinity and Citicasters (the "2004 Settlement Agreement") under which, subject to FCC approval, MBI will be reimbursed, up to a maximum of \$58,000, its reasonable and prudent expenses incurred in connection the KFLY Construction Permit Application, to include the effort to secure approval of the 1997 Settlement Agreement.

5. The 2004 Settlement Agreement constitutes the entire understanding between MBI, and all other parties to this proceeding. The only consideration that MBI will receive is as specified in the 2004 Settlement Agreement.

6. MBI did not file its application for the purpose of reaching or carrying out a settlement.

7. Approval of the 2004 Settlement Agreement is in the public interest. It will conserve the resources of the parties and the Commission and will speed the final resolution of th subject proceeding.



Mario Pastega

Dated: July 19, 2004

Declaration
of
Matthew H. McCormick

DECLARATION

I, Matthew H. McCormick, do hereby declare and state under penalty of perjury:

I am a partner of Reddy, Begley & McCormick, LLP ("RBM"), a Washington, D.C. communications law firm. Since 1995, RBM has served as communications counsel for Madgekal Broadcasting, Inc. ("MBI"), formerly the licensee of Station KFLY(FM), Corvallis, Oregon.

As such, RBM has provided extensive legal services to MBI in connection with its application to modify the facilities of Station KFLY from Class C2 to full Class C status, BPH-19960206IE ("KFLY Construction Permit Application").

The pending Settlement Agreement between MBI, Citicasters Licenses, L.P. ("Citicasters") and Infinity Radio, Inc. ("Infinity") summarizes the long history of the KFLY Construction Permit Application.

In total, MBI incurred a total of \$53,688.91 in fees and out-of-pocket expenses with RBM in connection with the KFLY Construction Permit Application. That figure includes \$52,151.18 in fees¹ and \$1,507.61 out-of-pocket expenses.²

Additionally, MBI separately incurred the original filing fee for the KFLY Construction Permit Application of \$650.00.

The services performed by RBM include, but are not limited to:

- Preparation and filing of the KFLY Construction Permit Application,
- Related dealings with the Federal Aviation Administration,

¹ This figure includes \$10,748.68 in finance charges.

² These expenses include photocopying, postage, courier charges and a filing fee with the U.S. Court of Appeals.

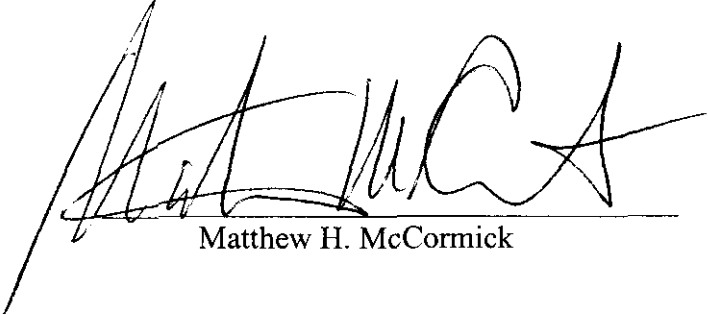
- Analysis of the conflict between the KFLY Construction Permit Application and the proposals in MM Docket Nos. 96-7 and 96-12,
- Telephone conferences with KFLY's consulting engineer, Robert McClanathan,
- Discussions with opposing counsel,
- Research and drafting of Comments in MM Docket Nos. 96-7 and 96-12,
- Review of conflicting Comments,
- Draft of a Motion to Strike Lifetalk's Supplement,
- Review of opposing pleadings,
- Preparation of 1997 settlement agreement between parties,³
- Review and analysis of 1998 *Report and Order*,
- Research, draft and filing of a Petition for Reconsideration,
- Review and analysis of opposing pleadings,
- Research, draft and filing of a Reply to Opposition to Petition for Reconsideration,
- Inquiries regarding the status of reconsideration petition,
- Review and analysis of 2001 *Memorandum Opinion and Order* denying reconsideration,
- Research, draft and filing of Application for Review,
- Review and analysis of oppositions,
- Research, draft and filing of a Reply to Oppositions,
- Review and analysis of 2004 *Memorandum Opinion and Order*, and

³ The Commission has noted that expenses incurred in preparing and negotiating a settlement agreement are reimbursable. *Amendment of Section 73.3525*, 6 FCC Rcd 85, ¶ 16 & n. 53 (1990), *recon. granted on other grounds*, 6 FCC Rcd 2901 (1991).

- Prepare and file Petition for Review with United States Court of Appeals.

The fees which RBM charged MBI were at or below the firm's prevailing hourly rates.

Signed this 3rd day of August, 2004.



Matthew H. McCormick

Declaration
of
Robert A. McClanathan, PE

DECLARATION

I, Robert A. McClanathan, P. E., do hereby declare and state under penalty of perjury:

I am the owner of McClanathan and Associates, Inc., a broadcast communications engineering firm located in Portland, Oregon. Since 1995, I have served as a consulting engineer for Madgekal Broadcasting, Inc. ("MBI"), formerly the licensee of Station KFLY(FM), Corvallis, Oregon.

As such, I provided engineering services to MBI in connection with its application to modify the facilities of Station KFLY from Class C2 to full Class C status, BPH-199602061E ("KFLY Construction Permit Application").

In total, MBI incurred a total of \$11,508 in fees and out-of-pocket expenses with my firm in connection with the KFLY Construction Permit Application.


The services I performed for MBI include, but are not limited to:

- Preparation and filing of the engineering portion of the KFLY Construction Permit Application,
- Related dealings with the Federal Aviation Administration,
- Telephone conferences with KFLY's communications counsel, Matthew H. McCormick,
- Review and analysis of 1998 *Report and Order*, denying the KFLY Construction Permit Application,
- Research and drafting of engineering report filed with MBI's Petition for Reconsideration,
- Review and analysis of engineering arguments presented in opposing pleadings,

- Research and drafting of engineering portion of Reply to Opposition to Petition for Reconsideration,

The fees which I charged MBI were at or below my prevailing rates.

Signed this 17 day of July, 2004.


Robert A. McClanathan

**Declaration
of
Jeff Littlejohn**

DECLARATION REGARDING CONSIDERATION

I, Jeff Littlejohn, do hereby declare, under penalty of perjury, as follows:

1. I am Senior Vice President-Engineering of Citicasters Licenses, L.P., the licensee of Station KFLY(FM), Corvallis, Oregon.

2. Since September 1, 1999, a subsidiary of Clear Channel Communications, Inc. ("Clear Channel") has been the licensee of Station KFLY. Station KFLY was acquired on that date by Jacor Licensee of Louisville, Inc., and through *pro forma* assignments is currently licensed to Citicasters Licenses, L.P. (the Clear Channel subsidiaries that were or are the licensee of Station KFLY are collectively referred to as "Citicasters"). When Citicasters acquired Station KFLY, a petition for reconsideration filed by the prior licensee, Madgekal Broadcasting, Inc. ("MBI"), was pending regarding the dismissal of the application for a construction permit to modify the facilities of Station KFLY to upgrade the station from Class C2 to full Class C status on Channel 268, BPH-19960206IE (the "KFLY Construction Permit Application").

3. As licensee of Station KFLY, Citicasters continued to cooperate with MBI in the prosecution of appeals relating to the KFLY Construction Permit Application. The procedural history relating to the KFLY Construction Permit Application is set forth in the Commission's *Memorandum Opinion and Order*, FCC 04-118 (released May 27, 2004) ("MO&O"), whereby the Commission affirmed the denial of the 1997 Settlement Agreement on the grounds it contravened Section 1.420(j) of the FCC's rules in that the consideration to be paid MBI exceeded its reasonable and prudent expenses. The Commission also affirmed the denial of the alternative relief of granting the KFLY Construction Permit Application. MBI and Citicasters each have filed

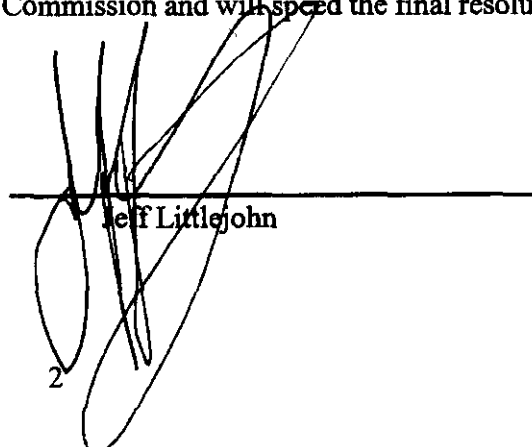
a Petition for Review with the United States Court of Appeals for the District of Columbia Circuit (respectively, Docket Nos. 04-1202 and 04-1204).

4. Following the release of the *MO&O*, Citicasters has entered into a Settlement Agreement with MBI and Infinity (the "2004 Settlement Agreement") under which, subject to FCC approval, Citicasters will be reimbursed, up to a maximum of \$12,000, its reasonable and prudent expenses incurred in connection the KFLY Construction Permit Application.

5. The 2004 Settlement Agreement constitutes the entire understanding between Citicasters and all other parties to this proceeding. The only consideration that Citicasters will receive is as specified in the 2004 Settlement Agreement and will reimburse Citicasters for its expenses in connection with the KFLY Construction Permit Application incurred with Hogan & Hartson, L.L.P., as set forth in the declaration of Marissa G. Repp. The receipt of the consideration specified in the 2004 Settlement Agreement will not constitute the payment to Citicasters of any money or other consideration in excess of the legitimate and prudent expenses of Citicasters in connection with the KFLY Construction Permit Application.

6. Citicasters did not prosecute the KFLY Construction Permit Application for the purpose of reaching or carrying out a settlement.

7. Approval of the 2004 Settlement Agreement is in the public interest. It will conserve the resources of the parties and the Commission and will speed the final resolution of the subject proceeding.



Jeff Littlejohn

Dated: July 28, 2004

**Declaration
of
Marissa G. Repp**

DECLARATION

I, Marissa G. Repp, do hereby declare and state under penalty of perjury:

I am a partner of Hogan & Hartson, L.L.P. ("H&H"), a Washington, D.C. law firm. Since 1999, H&H has served as communications counsel for Jacor Licensee of Louisville, Inc. and its successors through to Citicasters Licenses, L.P. (collectively, "Citicasters"), relating to its acquisition and operation of Station KFLY(FM), Corvallis, Oregon.

As such, H&H has provided legal services to Citicasters in connection with the application to modify the facilities of Station KFLY from Class C2 to full Class C status, BPH-19960206IE (the "KFLY Construction Permit Application") which had been filed by the prior licensee of Station KFLY, Madgekal Broadcasting, Inc. ("MBI").

The pending Settlement Agreement between Citicasters, MBI and Infinity Radio, Inc. ("Infinity") summarizes the long history of the KFLY Construction Permit Application.

Up through July 28, 2004, Citicasters has incurred a total of \$12,260.87 in fees and out-of-pocket expenses with H&H in connection with the KFLY Construction Permit Application.

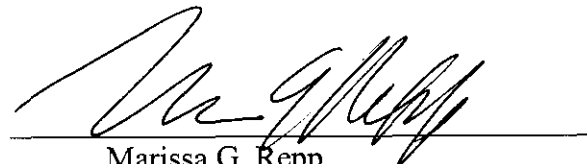
The services performed by H&H relating to the KFLY Construction Permit Application include, but are not limited to:

- Review of the KFLY Construction Permit Application, the 1998 *Report and Order* and the Petition for Reconsideration as part of the due diligence review of the station licenses in connection with the acquisition of Station KFLY.
- Communications with Citicasters' transactional counsel regarding the KFLY Construction Permit Application.
- Communications with Citicasters' in-house engineering staff.
- Communications with MBI's and Infinity's communications counsel.
- Review and analysis of the 2001 *Memorandum Opinion and Order* denying reconsideration.

- Review and comment on the Application for Review and review of related pleadings.
- Review and comment on the Reply to Oppositions to the Application for Review.
- Review of the 2004 *Memorandum Opinion and Order* and communications with Citicasters regarding appeal options.
- Prepare and file the Petition for Review with United States Court of Appeals for the District of Columbia.
- Negotiate, review and revise the 2004 Settlement Agreement.
- Draft Joint Motion for Abeyance to the United States Court of Appeals for the District of Columbia.
- Review and comment on Joint Request for Approval of Settlement Agreement.
- Draft declarations for filing with Joint Request for Approval of Settlement Agreement.

The fees which H&H have charged Citicasters were at or below the firm's prevailing hourly rates.

Signed this 4th day of August, 2004.




Marissa G. Repp

Declaration
of
Stephen A. Hildebrandt

DECLARATION

I, Stephen A. Hildebrandt, under penalty of perjury, do hereby declare as follows:

1. I am Vice President of Infinity Radio Inc. ("Infinity"), licensee of Station KVMX(FM), Banks, Oregon.
2. Infinity is a party to that certain Settlement Agreement between Infinity, Madgekal Broadcasting, Inc. ("Madgekal") and Citicasters Licenses, L.P. ("Citicasters"), dated as of July 21, 2004, which is being submitted herewith (the "2004 Settlement Agreement").
3. Except as set forth in the 2004 Settlement Agreement (and the 1997 Settlement Agreement, as defined in the 2004 Settlement Agreement, which will be terminated after approval of the 2004 Settlement Agreement by the Commission), neither Infinity nor any Infinity principal has paid or promised to pay any consideration to Madgekal, Citicasters or their principals in connection with the matters relating to the 2004 Settlement Agreement.
4. Approval of the 2004 Settlement Agreement is in the public interest, because such approval will conserve the resources of the Commission and the parties and will speed final resolution of the proceeding in Memorandum Opinion and Order, FCC 04-118.



Stephen A. Hildebrandt

Date: August 2, 2004

CERTIFICATE OF SERVICE

I, Matthew H. McCormick, hereby certify that the foregoing JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT was served this 4th day of August, by hand delivery or by mailing true copies thereof, postage prepaid, to the following persons at the address listed below:

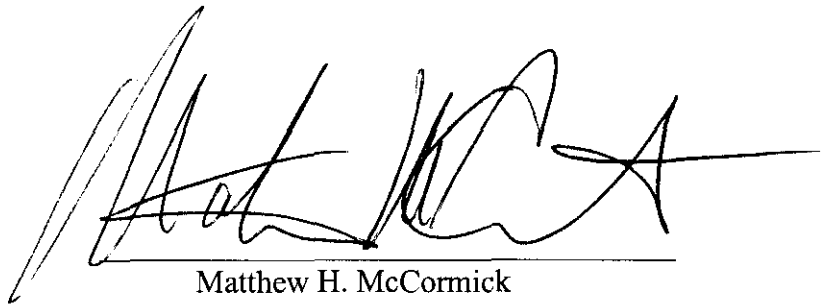
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San Francisco, CA 94105
Counsel for HURRICANE COMMUNICATIONS, INC.



Matthew H. McCormick

* Hand Delivery